

REMARKS/ARGUMENTS

Applicants have received the Office Action dated May 9, 2007, in which the Examiner: 1) rejected claims 1-4 and 7-20 under 35 U.S.C. § 102(b) as allegedly anticipated by Congdon et al. (U.S. Pat. No. 6,151,297, hereinafter “Congdon”); and 2) rejected claims 5, 6 and 21 under 35 U.S.C. § 103(a) as allegedly obvious under Congdon in view of Mahalingham et al. (U.S. Pat. No. 6,314,525, hereinafter “Mahalingham”). With this Response, Applicants have amended claims 1, 8, 12 and 16. Based on the amendments and arguments contained herein, Applicants respectfully submit that the claims are in condition for allowance.

I. REJECTIONS UNDER 35 U.S.C. § 102(b)

Amended claim 1 requires that “a program executing on the CPU reloads an offloaded connection established by the first network adapter onto the second network adapter as a result of one of a plurality of packets associated with the offloaded connection being received on the second network adapter.” Congdon fails to teach or even suggest this limitation. In the Office Action, the Examiner asserted that Congdon discloses similar subject matter in col. 8, ll. 1-5, 12-14 and 26-39. However, as the Examiner admits, these portions of Congdon merely disclose a fault tolerance feature. Specifically, as the Examiner states, this portion of Congdon discloses that the fault tolerance feature precludes the need to establish a new connection when one of Congdon’s NICs fails.

Mere fault tolerance is not the same as the subject matter of the limitation recited above. For Congdon to anticipate claim 1, Congdon must not only disclose the limitation that “a program executing on the CPU **reloads** an offloaded connection established by the first network adapter onto the second network adapter” – which Congdon fails to do – but Congdon must also disclose that this reloading occurs “**as a result of** one of a plurality of packets associated with the offloaded connection being received on the second network adapter” (emphasis added) – which Congdon also fails to do.

Thus, at least because Congdon fails to disclose the cited limitation of claim 1 in its entirety, claim 1 is allowable over Congdon. Because independent

claims 8, 12 and 16 comprise limitations similar to those of claim 1, claims 8, 12 and 16, as well as dependent claims 2-7, 9-11, 13-15 and 17-21, are allowable over Congdon for at least the same reasons as is claim 1.

II. REJECTIONS UNDER 35 U.S.C. § 103(a)

The Examiner rejected claims 5, 6 and 21 under 35 U.S.C. § 103(a) as being allegedly unpatentable over Congdon in view of Mahalingham. As explained above, Congdon fails to anticipate any of claims 1-21. Mahalingham fails to satisfy the deficiencies of Congdon. Accordingly, claims 1-21 are allowable over the hypothetical combination of Congdon and Mahalingham.

III. CONCLUSION

In the course of the foregoing discussions, Applicants may have at times referred to claim limitations in shorthand fashion, or may have focused on a particular claim element. This discussion should not be interpreted to mean that the other limitations can be ignored or dismissed. The claims must be viewed as a whole, and each limitation of the claims must be considered when determining the patentability of the claims. Moreover, it should be understood that there may be other distinctions between the claims and the cited art which have yet to be raised, but which may be raised in the future.

Applicants respectfully request reconsideration and that a timely Notice of Allowance be issued in this case. It is believed that no extensions of time or fees are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. § 1.136(a), and any fees required (including fees for net addition of claims) are hereby authorized to be charged to Hewlett-Packard Development Company's Deposit Account No. 08-2025.

Respectfully submitted,

/Nick P. Patel/

HEWLETT-PACKARD COMPANY
Intellectual Property Administration
Legal Dept., M/S 35
P.O. Box 272400
Fort Collins, CO 80527-2400

Nick P. Patel, Reg. No. 57,365
CONLEY ROSE, P.C.
(713) 238-8000 (Phone)
(713) 238-8008 (Fax)
AGENT FOR APPLICANTS